

FOUGERE PLANNING & DEVELOPMENT, Inc.

Mark J. Fougere, AICP

253 Jennison Road Milford, New Hampshire 03055
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CONSULTING AGREEMENT

**Maggiore 1025 Mass. Avenue
Arlington, MA**

This Agreement is entered into on September 15, 2022 between 1025 Mass Ave, LLC (Mr. Matthew Maggiore) c/o Maggiore, hereinafter "Client" having its principal offices at 13 Wheeling Road, Woburn, MA 01801 and Fougere Planning and Development, Inc. (hereinafter "Consultant") having its principal offices at 253 Jennison Road, Milford, NH, 03055, for purposes and considerations herein expressed.

WHEREAS, Consultant has experience in the fields of planning and ordinance development and is qualified to consult with and assist communities and companies in: a) The drafting of zoning ordinances, b) Development related issues and impacts, c) Municipal approval permit process; and

WHEREAS, Client wishes to retain Consultant for the purpose of benefiting by its experience, especially in the reviewing the fiscal impacts of development; and

WHEREAS, Consultant is willing and able to accept such an assignment and fee agreement;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. By following average costing approach or other appropriate fiscal methodologies, the Consultant will analyze the fiscal impact to the Arlington, MA community from the proposal to develop a 50 unit 40B condominium complex. This analysis will establish the cost of key municipal services for the new development along with projected tax revenue.

To fully understand the fiscal impact of the project the following analysis will be undertaken:

- a. Current baseline community data will be collected including population, household housing unit types.
- b. Town and school budgets will be reviewed (three most recent years) to examine department funding and cost trends. Demand on services will be reviewed including emergency calls to similar type uses. Interviews will take place with town administration and school officials to obtain a firm understanding of town and school finances, operations.
- c. Working with the Client and reviewing similar project types, estimates of future project values will be developed. Based on these findings, projected

local tax revenue will be developed. In addition, estimated local excise taxes will be developed.

- d. Five years of school enrollment trends, by grade level will be reviewed. In addition, school capacity figures will be researched for all school facilities.
- e. School officials will be consulted to discuss potential impacts from the proposed development.
- f. Based on these findings, interviews with key Town Departments will occur, including Fire, Police, and Town Administration to discuss potential department impacts and cost ramifications. In addition, appropriate School Administration officials will also be interviewed to discuss school enrollment impacts. A review of impacts on other departments will be evaluated if needed.
- g. Based upon these interviews and findings, a draft fiscal impact analysis will be developed along with projected municipal service demands will be delivered to the Client. The draft report will be provided to the Client for review and comment. Following that review, comment and Client approval, Consultant will deliver a final report (pdf and hard copy) in a format suitable for distribution by Client to interested parties.

At all times the Consultant will work closely with the Client in developing said fiscal report; a draft shall be submitted to the Client to review and approval prior to submitting to the Town.

2. As a Fee for services rendered, Client agrees to pay Consultant according to the following schedule:

- a. **Fee** –The Consultant shall provide the noted services outlined in paragraph 1 for a fee range not to exceed \$3,900 - \$4,500. Monthly invoices will be issued outlining work that has been completed. **Invoice payment due upon receipt.** This fee does not include services outside the noted scope of services detailed in Section 1.

Additional services shall be charged at a rate of \$135/hour, including attending all public hearings/meetings and responding to comments received from the Town relative to the Fiscal Report.

- b. **Expenses** – Reasonable out of pocket expenditures including draft report copies and report production shall be the responsibility of Consultant. (If necessary up to a maximum of 10 printed copies of the final report, plus pdf.)

- c. **Independent Contractor** – Consultant shall at all times remain an independent contractor and shall not be deemed an “employee” or an “agent” of Client for any purposes, and shall not have the authority to bind Client in any way.

3. Consultant shall maintain its own insurance coverage.

4. The parties acknowledge the confidentiality of each other’s business and financial records as they relate to this agreement. Each party further agrees that any information concerning

the parties shall be considered confidential, and may not be disclosed without prior written consent, except parties attorneys may review and comment, and except as may be legally required. The parties further acknowledge that (a) Client shall not be obligated to keep the final report (and any related written deliverables) confidential, and shall have the right to disclose the same, and (b) Client may make such disclosures about this engagement as are required in connection with operation of its business or its applications for land use approvals.

5. This document contains the entire agreement of the parties. It may not be modified or changed except by a written agreement signed by each party.

6. The parties acknowledge that this agreement is being executed and delivered and is intended to be performed in the Commonwealth of Massachusetts and shall be governed by the substantive law of the Commonwealth of Massachusetts.

7. In the event that any provision of this Agreement is held by any Court to be illegal, invalid, or unenforceable, then this Agreement shall be read as if such illegal, invalid, or unenforceable provisions were not contained herein, and the remainder of this Agreement shall be of full force and effect.

8. Either party, in writing, may terminate this contract at any time. If the Client should terminate the contract, the Client shall pay Consultant for relevant time spent working for the Client while under Contract. If Consultant should terminate the Contract, at least 2 weeks' notice shall be provided and the Consultant shall turn over to the Client any relevant materials gathered while under Contract once final payment for services have been received.

IN WITNESS WHEREOF, the parties have hereunto set their hands in multiple counterparts, as of the date first written above.

AGREED AND ACCEPTED

CLIENT:

DATE

By: 

7-16-22

By: 1025 Mass Ave, LLC

CONSULTANT:

DATE

Fougere Planning and Development, Inc.

Mark J. Fougere

September 15, 2022

By: Mark J. Fougere, AICP
President